

**THE TOWN OF BRANFORD, CONNECTICUT**

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**THE UNITED PUBLIC SERVICE EMPLOYEES' UNION,**

**UNIT #424**

**WATER TREATMENT EMPLOYEES**

**July 1, 2020-June 30, 2023**

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**AGREEMENT**  
**Between**  
**THE TOWN OF BRANFORD**  
**And**  
**THE UNITED PUBLIC SERVICE EMPLOYEES UNION, unit #424,**

This Agreement entered into by and between the Town of Branford (hereinafter referred to as the "Town") and the United Public Service Employees Union, Unit #424, (hereinafter referred to as the "Union").

**PREAMBLE**

The welfare of the Town of Branford and its employees is dependent upon the service the Town renders the public. Improvements in this service and economy in operating and maintaining expenses are promoted by willing cooperation between the Town management and the organization of its employees. An obligation rests upon the management, upon the Union and upon each employee to render honest, efficient and economical service. The spirit of cooperation between the management and the Union, and the employees represented thereby, being essential to efficient operation, all parties will so conduct themselves to promote this spirit.

**MANAGEMENT RIGHTS**

Except as otherwise modified or restricted by an express provision of this Agreement, the Town of Branford reserves and retains solely and exclusively, whether exercised or not, all the lawful and customary rights, powers, and prerogatives of management. Such rights include, but shall not be limited to: the right to obtain from any source and to contract for materials, services, supplies and equipment, including work currently performed by members of the bargaining unit, establishing standards of productivity and performance of its employees; determining the objectives of the Town of Branford and the methods and means necessary to fulfill those objectives, including the creation or the discontinuation of services, departments or programs in whole or in part, the determination of the content of job classifications; the content of job classifications for newly created positions; the determination of the qualification of employees; the appointment, promotion, assignments, direction, scheduling of hours of work and transfer of personnel; the suspension, demotion, discharge or any other appropriate disciplinary action against its employees; the relief from duty of its employees because of lack of work; the establishment, modification or discontinuation of reasonable and uniformly applied work rules by the Superintendent or with his express approval; and the taking of all necessary actions to carry out its objectives in emergencies.

**ARTICLE 1**  
**RECOGNITION**

- 1.0 All employees of the Waste Water Treatment Plant of the Town of Branford as set out by classification in Appendix A.
- 1.1 The Town may hire non-bargaining unit employees on a temporary basis to work for the Waste Water Treatment Facility, when a bargaining unit employee is unable to work due to sickness, an accepted workers' compensation claim or an unpaid leave of absence. The length of temporary employment shall not exceed ninety (90) calendar days without the written agreement of the bargaining unit.

**ARTICLE 2**  
**DUES CHECK OFF**

- 2.0 The Town agrees to deduct from the pay of all its employees who, in writing, authorize such deductions from their wages, such membership dues as may be fixed by the Union. Such deduction shall continue for the duration of the Agreement except that any employee may withdraw such authorization in writing by certified mail to UPSEU Local #424, Unit 5 with a copy to the Director of Human Resources.
- 2.1 The deduction for any month shall be made during each payroll period of said month and shall be remitted to the Union together with a list of names of employees from whose wages such deductions have been made.
- 2.2 The Employer's obligations to make such deductions shall terminate automatically upon termination of the employee who signed the authorization or upon his or her transfer to a job not covered by this Agreement, except that deductions shall be resumed if any employee, terminated by layoff, is rehired during the life of the contract then in existence.
- 2.3 The Union agrees to save the Town harmless from any damages, fees, costs or assessments incurred by reason of the carrying out of the deduction provisions of this article, including the claim of an assignment of wages to the Union for membership dues. Notwithstanding the provisions of this article, the Town reserves the right to protect the confidentiality of its records and the disclosure of these records shall be limited to matters directly related to any dispute that the Union is required to defend under this provision.

**ARTICLE 3**  
**SENIORITY**

- 3.0 The length of continuous service of the employee in the bargaining unit shall determine the seniority of the employee.
- 3.1 All new employees shall, for the first one hundred and twenty (120) working days of their employment, be considered probationary employees. The probationary period may be extended for a period of thirty (30) working days in the sole discretion of the Town. If retained after the one hundred and twenty (120) working day period, these employees shall be placed upon the seniority list with seniority as of the date of hiring. Days lost from work for any reason beyond five (5) working days during the one hundred and twenty (120) day probationary period or, if applicable, during an extended probationary period shall not be counted as employment for purposes of computing the initial or extended probationary period. All such employees may be dismissed during the probationary period.
- a. With respect to all matters (other than termination during the probationary period), probationary employees are covered by the terms of this Agreement and shall have access to the grievance procedure for the enforcement of their rights thereunder.
- 3.2 Laid-off employees shall be subject to recall in inverse order of layoff for twelve (12) months from the date of layoff. A qualified laid-off employee, as determined by the appropriate authority (department head, human resource director, supervisor or First Selectman), shall be accorded an opportunity for re-employment prior to new employees being hired, provided such laid-off employees responded to a call to report for work not more than ten (10) working days after receipt of notice sent to him/her by registered mail, to his/her last known post office address. A determination of "not qualified" shall not be made on arbitrary, capricious or discriminatory grounds. If such laid-off employee fails to report for work within fifteen (15) calendar days, he shall lose all rights of seniority unless he is temporarily incapacitated, preventing his reporting or is employed elsewhere, in which case he must notify the Town in writing within five (5) calendar days after the receipt of the notice to return that he will report for work as quickly as his health or temporary employment will permit, but no later than thirty (30) calendar days after receipt of notice to report to work.

Jobs of an emergency nature may be temporarily filled at once by those next in line of seniority in the classification pending the return of laid-off employees having seniority who have been notified to report for work as herein above provided.

- 3.3 The Town shall prepare and maintain, subject to examination and agreed correction by Union Representatives in writing, a seniority list (unit wide) to record the status of each employee in the unit. The Union shall be provided with a copy of the seniority list and shall be notified of all changes. Each employee shall have the right to protest any error in his/her seniority status.
- 3.4 Seniority rights of a laid-off employee will continue to accumulate while he/she is laid off.
- 3.5 All promotions, transfers, and layoffs within the bargaining unit shall be in accordance with the rule of seniority herein stated, provided he is qualified based upon skill, ability, licenses, certifications, and past documented work performance.

An employee's seniority shall be lost when (s) he:

- (1) terminates voluntarily;
- (2) is discharged for cause;
- (3) fails to report to work within fifteen (15) calendar days after receipt of notice of recall directed to his/her last known address;
- (4) fails to report to work upon the termination of a FMLA leave or any other authorized leave of absence;
- (5) takes employment elsewhere during a contractual leave of absence without the express consent of the Town;
- (6) is absent from work without proper notification of absence to the Town;
- (7) if the employee is absent as a result of illness, accident or injury on the job for a period equal to twelve (12) months over a rolling two (2) year period; or
- (8) is laid off in excess of recall rights.

An employee whose seniority is lost for any of the reasons outlined in this paragraph, shall be considered a new employee if (s) he is again rehired by the Town. The failure of the Town to rehire such employee shall not be subject to the grievance provisions of this Agreement.

#### **ARTICLE 4** **HOURS OF WORK**

- 4.0 Regular hours of employment of all employees shall be forty (40) hours a week, divided equally over five (5) consecutive days of eight (8)-hours each Monday through Friday, starting at 7:00 a.m. and quitting at 3:30 p.m. with a one-half (1/2) hour unpaid lunch break. However, summer hours may be implemented in the discretion of the Town in which case the starting time will be 6:00 a.m. and the quitting time will be 2:30 p.m. with a one-half (1/2) hour unpaid lunch break.

- 4.1 Any hours an employee is required to work beyond the normal regular hours of any work day or work week shall be compensated at one and one-half times (1 1/2x) his regular hourly rate of pay.
- a. Any hours worked on a Saturday shall be compensated at one and one-half times (1 1/2x) his regular hourly rate of pay, with a minimum of three (3) hours.
  - b. Any hours worked on a Sunday shall be compensated at one and one-half times (1 1/2x) his regular hourly rate of pay with a minimum of three (3) hours.
  - c. Any hours worked on a Holiday shall be compensated at one and one-half times (1 1/2x) his regular hourly rate of pay plus his regular holiday pay with a minimum of four (4) hours.
- 4.2 Any employee, having left the plant, who is called back to work after completing his day of eight (8) hours shall be granted a minimum of three (3) hours' work at the rates specified in this contract.
- 4.3 An assignment of overtime work, other than emergencies, shall be made at least four (4) hours in advance by the employee's supervisor.
- 4.4 All overtime work, including scheduled and emergency, shall be distributed equally among eligible, qualified employees as far as practicable. Employees may remove themselves from the eligibility list by notifying the Superintendent in writing; however, removal from the seniority list does not prevent the Town from ordering in employees for overtime.
- 4.5 Effective upon execution of this Agreement that expires on June 30, 2023, employees assigned to on-call status will be required to carry a cell phone and will receive \$45.00 each day that they are on-call between Monday through Friday and \$50.00 for each day that they are on-call on Saturday, Sunday and Holidays. An employee scheduled to be on-call may switch with another employee, with the approval of the Superintendent; the employee that takes the on-call assignment will receive the applicable payment, as set forth herein. An employee who is on-call shall respond to a call, and report to work, immediately.
- 4.6 Employees assigned to perform auto mechanic work will receive an additional \$50.00 per day for each day (s) he is assigned to perform such work; the Superintendent or his designee has sole discretion in determining which employee(s) will be assigned.
- 4.7 Employees will be provided with one (1) fifteen (15) minute break per day to be taken at a time approved by a supervisor. Travel time to a facility serving or selling food or beverages is included in the fifteen (15) minute break.

**ARTICLE 5**  
**WAGES AND BENEFITS**

5.0 A. Appendix A will reflect the following wage increases:

- Upon execution and retroactive to July 1, 2020 for employees on the payroll as of execution – 2.5%
- Fiscal Year 2021 – 2022 – 2.0%
- Fiscal Year 2022 – 2023 – 2.25%

\*New hires will start at 85% of the applicable job rate for the first year of employment. For the next year of employment, the employee will receive 95% of the applicable job rate. Upon their two (2) year anniversary, employees will receive 100% of the applicable job rate. The First Selectman or his designee may deviate from the percentage progression set forth herein as long as a new hire is not paid less than 85% of the applicable job rate for his/her first year of employment and 95% of the applicable job rate for his/her second year of employment.

B. Employees shall be paid weekly.

On the first day of the month following a full-time employee's date of hire, unless the full-time employee's date of hire is the first day of the month, the Town shall make available to the full-time employees and his or her dependents Medical and Prescription Drug coverage and Dental coverage (hereinafter referred to as health insurance plan(s)).

The Town will make available the Century Preferred \$25 Co-Pay Plan ("PPO") and a \$1,500/\$3,000 HDHP until June 30, 2018. Effective July 1, 2018, a \$2,000/\$4,000 HDHP will be implemented and will replace the \$1,500/\$3,000 HDHP. The Town will then contribute 50% of applicable deductible to the employee's HSA for either single coverage or single plus one or family coverage in July of each fiscal year. Employees must be enrolled in the HDHP for the entire plan year or, if a new employee, for the plan year in which (s) he enrolls. The Town's contribution towards the applicable deductible for new employees who select the HDHP will be prorated based upon the month in which the employee begins employment. Employees who choose to be covered by the HDHP, but legally cannot have a HSA, will be covered by an IRS approved Health Reimbursement Arrangement ("HRA"), meaning they will be reimbursed up to 50% of the applicable deductible for out-of-pocket medical expenses incurred when utilizing the HDHP.

Effective July 1, 2018, if an employee chooses to be covered by the Century Preferred \$25 Co-Pay Plan ("PPO"), the employee can "buy-up" to the PPO plan, meaning the employee will pay the difference between what the Town is contributing towards the HDHP (deductible and premium) and the cost of the PPO plan.



The Town of Branford may provide medical and prescription drug benefits, as described above, through alternative carriers or through self-insurance, as long as benefits are provided on a reasonably equivalent basis. All references to specific vendors will be made generic. Employees will be notified of any change in carrier or plan administration thirty (30) calendar days prior to said change or as soon as practicable.

Life Insurance is provided to all employees after three (3) months of service in the amount of \$70,000.

5.1(a) All members of the bargaining unit shall contribute, by authorized payroll deduction, to the premium cost of the health insurance plans, according to the following schedule. Such contributions will be deducted weekly by the Town on a pre-tax basis.

1) Effective upon ratification and approval, employees shall contribute the following amounts towards the premium cost of the health insurance plans provided by the Town, by weekly payroll deduction:

HDHP 13%

2) Effective July 1, 2021, employees shall contribute the following amounts towards the premium cost of the health insurance plans provided by the Town, by weekly payroll deduction:

HDHP 13.5%

3) Effective July 1, 2022, employees shall contribute the following amounts towards the premium cost of the health insurance plans provided by the Town, by weekly payroll deduction:

HDHP 14.5%

5.1(b) Employees may elect to waive, in writing, the health insurance coverage provided above and in lieu thereof may receive an annual payment from the Town of \$1,000 for waiving coverage for each fiscal year during which the employee continues to elect not to participate in such coverage. Such payment will be issued in equal payments of \$500 in December and June of each fiscal year, and will be subject to normal employment tax withholding and deductions. To receive such payment, an eligible employee must complete and submit a form provided by the Town no later than June 1 of each fiscal year indicating his/her intent not to participate in the Town-provided insurance coverage. Further, such employees must present evidence to the Town that they are covered under another

insurance program. Employees whose spouse has access to either Town or Branford Board of Education medical benefits shall not be entitled to receive payments for waiving insurance coverage.

Employees may elect to resume health insurance coverage due to the occurrence of one of the following conditions for which documentation and a request for reinstatement must be submitted to the Director of Human Resources in writing:

1. Involuntary termination of the alternative health benefits plan coverage;
2. Ineligibility of the employee and/or dependent(s) under the alternative plan;
3. The employee acquires a new dependent through marriage, birth or adoption and the new dependent is not covered by the alternative plan;
4. Coverage under the alternative plan is substantially reduced or the cost of the plan to the employee substantially increases.

Upon receipt of such request and documentation, insurance coverage provided by the Town shall be reinstated as soon as possible, including waiting periods, which may be prescribed by the applicable plan. Employees who are reinstated to insurance coverage provided by the Town shall reimburse, the Town, by payroll deduction the prorata share of any waiver payment made.

Article 5, Section 5.1(b) shall not apply to employees hired on or after July 1, 2021.

5.1(c) Retired employees shall be able to purchase the medical insurance which an active employee receives including prescription drugs if permitted by the applicable insurance company, in force for the retiree and his/her spouse immediately prior to retirement. The retired employee shall be able to purchase said insurance at the group or COBRA rate, which will be used if the Town self-insures said coverage.

5.2 All employees shall receive work clothing to include outer work shirt (long and short sleeve), trousers, and two jackets (winter, summer). Winter jackets will be replaced upon inspection by the Town and shall not be unreasonably denied. Said clothing shall be supplied and laundered at no cost to the employee. Each employee shall be supplied with a sufficient amount of work clothes for the work week. Effective 7/1/07, employees shall be reimbursed for safety shoes at One Hundred and Forty-Five Dollars (\$145) per year, upon submission of original receipts to the Superintendent. Effective 7/1/15, employees shall be reimbursed for safety shoes at One Hundred and Sixty-Five Dollars (\$165) per year, upon submission of original receipts to the Superintendent. Effective 7/1/21, employees

shall be reimbursed for safety shoes at One Hundred and Seventy-Five Dollars (\$175) per year, upon submission of original receipts to the Superintendent. The Town agrees to provide the uniforms and each employee is required to wear the appropriate supplied clothing during work hours and retain employee ID's while working.

- 5.3 If the employee is required to work for four (4) or more hours beyond his/her regularly scheduled workday, (s)he will be provided with a one-half (1/2) hour paid meal break.
- 5.4 The Town shall provide tools for the employees.
- 5.5 If a night shift is to be established, the Town and the Union shall negotiate the shift differential.
- 5.6 Employees will be eligible for the Connecticut Municipal Employees Retirement Fund B. Employee contributions to said fund will be made on a pre-tax basis.
- 5.7 Educational Improvement

Employees in this unit shall, in addition to their regular pay, receive the following payment for certification achieved:

State Certification for Grade I Operator	\$300.00
State Certification for Grade II Operator	\$525.00
State Certification for Grade III Operator	\$625.00
State Certification for Grade IV Operator	\$850.00
Certification for Grade I Collection	\$200.00
Certification for Grade II Collection	\$300.00
Certification for Grade III Collection	\$350.00
Certification for Grade IV Collection	\$550.00

Employees will receive one payment for the highest monetary amount associated with the level of certification achieved. For example, if an employee has a State Certification for Grade III Operator and a Certification for Grade III Collection, (s) he will receive one payment for the State Certification for Grade III Operator.

Certification credit payments shall be made in a lump sum subject to normal withholding in the first pay period of March each year.

- 5.8 The Town will reimburse employees for their annual CDL physical examination performed by a physician determined by the Town.
- 5.9 Longevity Program

Employees will be eligible for the following longevity payment:

Service

2 – 4 years	\$325.00
5 – 7 years	\$425.00
8 – 10 years	\$525.00
Over 10 years	\$625.00

December 1 in any year shall be used to determine an employee's length of service, and payment under this provision shall be made by the Town during the month of December.

Employees hired after September 30, 2010 will not be entitled to receive longevity payments.

5.10 Employees required to work in a higher classification shall be paid for all hours worked in the higher classification at the rate of pay of the higher classification, as set forth in Appendix A.

**ARTICLE 6**  
**HOLIDAYS**

6.0 Employees shall be paid for and have the following days off as Holidays:

½ day before New Year's Day	Labor Day
New Year's Day	Columbus Day
Martin Luther King Day	Veteran's Day
Washington's Birthday	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	½ day before Christmas
Fourth of July	Christmas

(plus any additional holiday declared and specified by the Town Government, as a day off)

6.1 If a Holiday falls on a Sunday, the following Monday shall be considered the Holiday. If a Holiday falls on a Saturday, the Holiday shall be observed the preceding Friday.

6.2 If an emergency makes it necessary to work on a Holiday, he shall be paid one and one-half times (1 1/2x) his regular hourly rate of pay plus his regular Holiday pay with a minimum of four (4) hours.

**ARTICLE 7**  
**VACATIONS**

- 7.0 Newly hired full-time employees will earn the equivalent of 1.08 vacation days per month up to a maximum of thirteen vacation days during the year in which they are hired. The following chart applies to each employee's start date during the first year of employment.

Earned on the 61<sup>st</sup> Day of employment 32 hours-4 days

After the 175<sup>th</sup> Day of employment earns 32 more hours-4 days

On the employee's one year anniversary earns remaining 40 hours-5 days  
for a total of 13 days.

On July 1<sup>st</sup> of the next fiscal year and each fiscal year thereafter, the employee will be credited with thirteen (13) vacation days to be used during the fiscal year.

- 7.1 Employees who have completed five (5) years of service on their anniversary date of hire will be credited with five (5) additional days to a total of eighteen (18) working days annually to be used by June 30<sup>th</sup>. If the employee is unable to use his/her five (5) additional accrued vacation days prior to July 1<sup>st</sup>, (s) he may carry over the accrued vacation time which must be used within the first two (2) months of the new fiscal year. Thereafter, on July 1<sup>st</sup>, the employee will be credited with eighteen (18) vacation days.
- 7.2 Effective upon execution of this Agreement that expires on June 30, 2023, employees who have completed fifteen (15) years of service on their anniversary date of hire will be credited with three (3) additional days to a total of twenty-one (21) working days annually to be used by June 30<sup>th</sup>. If the employee is unable to use his/her three (3) additional accrued vacation days prior to July 1<sup>st</sup>, (s) he may carry over the accrued vacation days which must be used within the first two (2) months of the new fiscal year. Thereafter, on July 1<sup>st</sup>, the employee will be credited with twenty-one (21) vacation days. Effective July 1, 2022, employees who have completed twenty (20) years of service on their anniversary date of hire will be credited with one (1) additional day to a total of twenty-two (22) working days annually to be used by June 30<sup>th</sup>. If the employee is unable to use his/her one (1) additional accrued vacation day prior to July 1<sup>st</sup>, (s) he may carry over the accrued vacation day which must be used within the first two (2) months of the new fiscal year. Thereafter, on July 1<sup>st</sup>, the employee will be credited with twenty-two (22) vacation days.
- 7.3 Employees who are separated or terminated from the Town and who have accrued vacation to their credit at the time of separation/termination shall be paid the salary equivalent to the accrued vacation leave prorated.

- 7.4 Employees shall not be called back to work while on vacation except for emergency work, and if called back, shall receive the regular vacation pay plus time and one-half (1 1/2x) for the hours worked.
- 7.5 Employees shall be granted their vacation by seniority preference throughout the year subject to the demands of service as determined by the Department Head.
- 7.6 Employees shall give their Department head twenty-four (24) hours' notice in order to be eligible to take a vacation day and two (2) weeks' notice to be eligible to take a vacation of one (1) week or more. Vacation time may be taken in increments of no less than four (4) hours. Requests for vacation time off may be granted in the discretion of the Department Head or his designee if an employee provides less than the notice provided for herein.
- 7.7 No more than five (5) days of unused vacation will be carried over from one fiscal year to the next. The balance of vacation days carried over may never exceed five (5) days more than the allotted vacation in a fiscal year.

**ARTICLE 8**  
**LEAVE PROVISIONS**

- 8.0 Each employee shall earn one and one quarter (1¼) days per month sick leave with pay.
- (a) It is the intent of this provision that each employee in the bargaining unit who serves continuously until the anniversary date of hire shall earn a total of fifteen (15) working days paid sick leave during the year.
- Each employee hired after July 1, 2007 shall earn one (1) day per month sick leave with pay.
- (b) Employees hired after July 1, 1984 and before July 1, 1996 shall be allowed to accumulate a maximum of 120 sick leave days. Effective upon the signing of this Agreement, employees hired after July 1, 1996, shall be allowed to accumulate a maximum of 100 sick leave days.
- (c) If an employee is out of work on sick leave for three (3) days in a thirty day period, and the Town notifies the employee in writing that (s) he is a suspected sick leave abuser, the Town may, in its discretion, require the employee to obtain a doctor's note to support his/her next absence due to sick leave. The Town will reimburse the employee for the cost of his/her co-pay for said doctor's visit.

- 8.1 Four (4) days special leave with pay shall be granted for death in the immediate family if the death occurs during the work week. Should the leave period include days not scheduled normally as work days, only the actual work days necessary to complete the four (4) day period shall be allowed. If the burial is out of state, the employee shall receive one (1) additional day. Immediate family shall mean wife, husband, sister, mother, brother, father, children, mother-in-law, father-in-law step-parent or step-child or any individual who resides in the employee's residence.

Extended leave may be granted for special cases with the approval of the Director of Human Resources or the First Selectman.

- 8.2 An employee, upon retirement shall receive on the basis of his current wages, One Hundred Percent (100%) compensation for any of his unused accumulated sick leave as severance pay in a lump sum within a month, excepting employees hired after July 1, 1993, such employees entitled to receive compensation for accumulated sick leave up to seventy (70) days. Further, employees hired after July 1, 1996, shall be entitled to receive compensation for accumulated sick leave up to forty-five (45) days. Employees hired after September 20, 2010, shall not be entitled to receive compensation for accumulated sick leave.
- 8.3 Time off without loss of pay to act as a pallbearer shall be granted upon request of an employee with the approval of the First Selectman or his designee.
- 8.4 Leave of absence without benefits requested in writing to the Town by an employee or his qualified Representative, shall be granted a maximum period of one (1) year for legitimate purposes, as determined by the First Selectman or his/her designee, and shall be in writing by the Department Head to the Employee with a copy to the Union Secretary. Failure to return to work after the authorized leave of absence shall terminate an employee's seniority rights. Upon return to work, all other rights and privileges shall be granted as if no break.
- 8.5 Workers' Compensation shall be supplemented by the difference in the employee's regular pay for no longer than twelve (12) months over a rolling two (2) year period of time. In cases where the employee does have a third-party claim, he shall advise the Town Counsel or have his attorney advise the Town Counsel on the status of this third-party claim; the Town shall be entitled to reimbursement for any payment made pursuant to a third-party claim in accordance with the procedures contained in the Workers' Compensation Act. If it is determined at any time during the employee's absence that (s) he, because his/her injury, will never be able to perform the essential functions of his/her position, his/her employment with the Town will be separated.

- 8.6 Employees shall be entitled to any and all provisions they are eligible for under the Family and Medical Leave Act.

## **ARTICLE 9**

### **GRIEVANCE PROCEDURE**

- 9.0 The purpose of the procedure is to provide an orderly method of adjusting grievances. Any employee, within the bargaining unit, having a problem concerning the interpretation or application of any rule or regulation affecting wages, salary, hours or work, general classification of position, promotion, dismissal, suspension, demotion, transfer, layoff, sickness, vacation or other leave, or other conditions of employment shall seek adjustment in the Step order listed below. Written warnings shall be issued by the supervisor to the affected employee on ordinary infraction of rules before suspensions are issued against an employee. A copy of such warning shall also be given to the Chief Steward by the Supervisor. Oral warnings shall precede written warnings. Time extension beyond those stipulated below may be arrived at by mutual agreement of the parties concerned. All references to days in this section shall mean calendar days.

#### **Step 1 – Employee to Superintendent**

Within fifteen (15) days of its occurrence, or knowledge of its occurrence, the affected employee or the Union shall present to the Superintendent the facts available pertaining to the problem or incident and the remedy sought to adjust the problem.

Within seventy-two (72) hours, the Superintendent shall adjust the problem or notify in writing the employee and/or his Representative of his decision.

#### **Step 2 – To the Director of Human Resources**

The employee and/or the Union may appeal the decision of the Superintendent to the Director of Human Resources within fifteen (15) days. The Director of Human Resources shall render a decision in writing to the Union within ten (10) days of receipt of the grievance.

#### **Step 3– To the First Selectman**

The employee and/or the Union may appeal the decision of the Director of Human Resources to the First Selectman within fifteen (15) days. The First Selectman shall render a decision in writing to the Union within ten (10) days of receipt of the grievance.

#### **Step 4 - Arbitration**



The Union may appeal the decision of the First Selectman by submitting the grievance to the State Board of Mediation and Arbitration within twenty (20) days of the decision of the First Selectman, excepting termination grievance, which may be appealed within ten (10) days of the decision of the First Selectman. A copy of said appeal shall be filed simultaneously with the Town. The Town may, however, choose to have the case heard before the American Arbitration Association as long as it pays for the cost of the arbitrator, less the filing fee the Union would have incurred by submitting the grievance to the State Board of Mediation and Arbitration.

- 9.1 In case of disciplinary action resulting in written documentation in an employee's personnel file, the Town shall take appropriate action to request the right to remove/destroy such documentation after a period of eighteen (18) months from the date it is placed in the file, upon written request by the affected employee and provided said employee has not subsequently been disciplined for the same or reasonable related offense.

If the Town's request to remove/destroy such documentation is denied by the State record keeper's office, the Town agrees it shall no longer rely upon such prior documentation to determine future disciplinary actions against the employee.

## **ARTICLE 10**

### **SAFETY AND HEALTH**

- 10.0 Both parties to this Agreement hold themselves responsible for mutual, cooperative enforcement of safety rules and regulations.

The Town is committed to the safety and health of all employees and recognizes the need to comply with regulations governing injury and accident prevention and employee safety. The Town will provide employees with protective equipment to be utilized when directed by the Superintendent or his designee.

The Town will maintain safety and health practices consistent with legal requirements. If an employee is ever in doubt about how to safely perform a job, it is the employee's responsibility to ask the Superintendent or his designee for assistance. Any suspected unsafe conditions and all injuries that occur on the job must be reported immediately. It is the responsibility of each employee to accept and follow established safety regulations and procedures.

All accidents, injuries, potential safety hazards, safety suggestions and health and safety related issues must be reported immediately to the Superintendent or his designee.

- 10.1 Should an employee complain that his work requires him to be in unsafe or unhealthy situations, in violation of acceptable safety rules, the matter shall be considered immediately by Representatives of the Town and the Union. If the

matter is not adjusted satisfactorily, the grievance may be processed according to the grievance procedure in this Agreement.

- 10.2 Employees shall be provided with a secure area in which to change clothes and shower, and be provided with a separate break area.

**ARTICLE 11**  
**PRIOR PRACTICE**

- 11.0 Any and all privileges enjoyed by the employees prior to the date of this Agreement will not be denied to them because of the signing of this Agreement, unless the parties, through collective bargaining mutually agree to changes or have specifically waived any of these privileges.

**ARTICLE 12**  
**UNION ACTIVITIES**

- 12.0 Union officers, not to exceed one (1) shall be allowed to attend official Union Conferences without loss of pay for a period not to exceed three (3) days annually. Such leave may be taken in increments of one (1) hour. Leave under this Article must be requested through the Superintendent in writing to the First Selectman or his designee at least seven (7) days in advance. Such leave shall not be unreasonably denied.
- 12.1 In the event Union officials are required to meet with Town officials on grievance matters or contract negotiations during their regular working hours, they shall not suffer any loss of pay for the time involved.

**ARTICLE 13**  
**PRIVATIZATION**

- 13.0 (See Memorandum of Understanding attached hereto).

**ARTICLE 14**  
**JOB DESCRIPTION**

- 14.0 The Town shall provide the Union with job descriptions when completed.

**ARTICLE 15**  
**DURATION**

- 15.0 Except as otherwise provided, the date of the signing of this Agreement by the authorized representatives of the Union and the Town shall constitute the effective date of this Agreement.
- 15.1 The Town will provide each employee with a copy of this Agreement by email within thirty (30) days after the signing of this Agreement. New employees will be provided with a copy of this Agreement at the time of hire. The UPSEU office will be provided with six (6) signed copies of this Agreement, within thirty (30) days after the signing of this Agreement, from the Town.

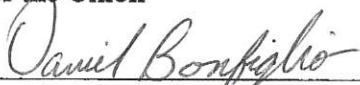
This Agreement will become effective upon execution and shall remain in full force and effect until June 30, 2023 and each year thereafter unless either party gives notice to the other of its intention to change this Agreement. Said notice to the other party must be given in writing during the month of January prior to the end of the current fiscal year.

**SIGNATURE BLOCK**

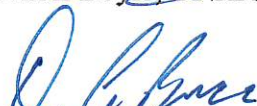
The present Agreement will remain in full force until a new Agreement is signed.

Dated at the Town of Branford, Connecticut this 30<sup>th</sup> day of June, 2021

For the Union

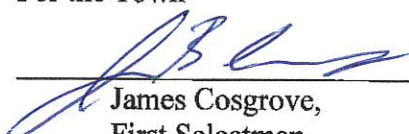
  
\_\_\_\_\_  
Daniel Bonfiglio, Labor Rep UPSEU

  
\_\_\_\_\_  
Kevin E Boyle, UPSEU President

  
\_\_\_\_\_  
Daniel LaBanca, Unit President

\_\_\_\_\_

For the Town

  
\_\_\_\_\_  
James Cosgrove,  
First Selectman

  
\_\_\_\_\_  
Margaret Lubarda, Director of  
Human Resources

\_\_\_\_\_

## MEMORANDUM OF UNDERSTANDING - SUBCONTRACTING

The Town of Branford (the "Town") and UPSEU, Local #424, Unit 5 (the "Union") hereby agree to the following:

1. The Town and the Union agree to delete Article 13 – Subcontractors – Section 13.0, from the parties' collective bargaining agreement with the understanding that the Town will not lay off current bargaining unit members for the purpose of subcontracting bargaining unit work. Further, if a member of the bargaining unit separates his/her employment with the Town, the Town will replace said individual within three (3) months of separation so that there are a minimum of six (6) bargaining unit members. If the Town adds another bargaining unit member to the sewer plant in fiscal year 2000 – 2001, the Town will maintain a minimum of seven (7) bargaining unit members.
2. The Town and the Union agree that if the sewer plant is privatized by the Town, in accordance with Article 14 of the parties' collective bargaining agreement, the Company hired to operate the plant will be required to hire all bargaining unit members employed at the time the Company takes over operations at the sewer plant. Said Company shall also be required to provide the same wages and comparable benefits to the bargaining unit employees who are employed by the Town at the time the Company takes over operations at the sewer plant. Further, said Company will be required to agree that it can only terminate the bargaining unit employees it hires for just cause. Further, the Company will be required to allow said bargaining unit members the right to have their termination heard before the State of Connecticut, Board of Mediation and Arbitration.
3. If the Town is seriously considering privatization of the sewer plant, it will notify the Union and provide the Union with notices of public meetings that will occur to discuss such privatization.
4. If the sewer plant is privatized, employees working at the sewer plant at the time of privatization will be given preference in the filling of existing vacant positions in the Town as long as the particular employee has the skill and ability necessary to perform the position to which (s) he is applying for, and also as long as the Town would not be in violation of the terms of an existing collective bargaining agreement.

**Appendix A Wages  
WPCA Employees**

Position	Hours	2019/2020		2020/2021		2021/2022		2022/2023	
		Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual
Laborer	40	\$ 25.34	\$ 52,707.20	\$ 25.97	\$ 54,024.88	\$ 26.49	\$ 55,105.38	\$ 27.09	\$ 56,345.25
Assistant Mechanic	40	\$ 27.65	\$ 57,512.00	\$ 28.34	\$ 58,949.80	\$ 28.91	\$ 60,128.80	\$ 29.56	\$ 61,481.69
Operator	40	\$ 27.96	\$ 58,156.80	\$ 28.66	\$ 59,610.72	\$ 29.23	\$ 60,802.93	\$ 29.89	\$ 62,171.00
Mechanic	40	\$ 30.17	\$ 62,753.60	\$ 30.92	\$ 64,322.44	\$ 31.54	\$ 65,608.89	\$ 32.25	\$ 67,085.09
Collections Systems Maintainer	40	\$ 30.17	\$ 62,753.60	\$ 30.92	\$ 64,322.44	\$ 31.54	\$ 65,608.89	\$ 32.25	\$ 67,085.09
Process Operator	40	\$ 30.17	\$ 62,753.60	\$ 30.92	\$ 64,322.44	\$ 31.54	\$ 65,608.89	\$ 32.25	\$ 67,085.09
Electrician	40	\$ 30.27	\$ 62,961.60	\$ 31.03	\$ 64,535.64	\$ 31.65	\$ 65,826.35	\$ 32.36	\$ 67,307.45
Lab Technician	40	\$ 31.36	\$ 65,228.80	\$ 32.14	\$ 66,859.52	\$ 32.79	\$ 68,196.71	\$ 33.52	\$ 69,731.14
Collection Supervisor	40	\$ 32.18	\$ 66,934.40	\$ 32.98	\$ 68,607.76	\$ 33.64	\$ 69,979.92	\$ 34.40	\$ 71,554.46
Process Chief	40	\$ 32.18	\$ 66,934.40	\$ 32.98	\$ 68,607.76	\$ 33.64	\$ 69,979.92	\$ 34.40	\$ 71,554.46

2.50%

2.00%

2.25%

\*New Hires will start at 85% of the applicable pay rate for the first year of employment. On the first anniversary, the employee will receive 95% of the applicable pay rate. Upon the second anniversary, the employee will receive 100% of the applicable pay rate.



The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and your family would share the cost for covered health care services. **NOTE: Information about the cost of this plan (called the premium) will be provided separately. This is only a summary.** For more information about your coverage, or to get a copy of the complete terms of coverage, <https://eoc.anthem.com/eocdps/aso>. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms see the Glossary. You can view the Glossary at [www.healthcare.gov/sbc-glossary/](http://www.healthcare.gov/sbc-glossary/) or call 922-6621 to request a copy.

Important Questions	Answers	Why This Matters:
What is the overall deductible?	\$0/individual or \$0/2-person or \$0/family for In-Network Providers. \$400/single or \$800/2-person or \$1,000/family for Out-of-Network Providers.	Generally, you must pay all of the costs from providers up to the deductible amount before this plan begins to pay. If you have other family members on the plan, each family member must meet their own individual deductible until the total amount of deductible expenses by all family members meets the overall family deductible.
Are there services covered before you meet your deductible?	No.	You will have to meet the deductible before the plan pays for any services.
Are there other deductibles for specific services?	Yes. \$50 for Out-of-Network Providers for Home Health Care. There are no other specific deductibles.	You must pay all of the costs for these services up to the specific deductible amount before this plan begins to pay for these services.
What is the out-of-pocket limit for this plan?	\$6,600/individual or \$13,200/family for In-Network Providers. \$2,400/individual, or \$7,200/family for Out-of-Network Providers.	The out-of-pocket limit is the most you could pay in a year for covered services. If you have other family members in this plan, they have to meet their own out-of-pocket limits until overall family out-of-pocket limit has been met.
What is not included in the out-of-pocket limit?	Premiums, Balance Billing charges, and Health Care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the out-of-pocket limit.
Will you pay less if you use a network provider?	Yes, PPO. See <a href="http://www.anthem.com">www.anthem.com</a> or call (800) 922-6621 for a list of network providers.	This plan uses a provider network. You will pay less if you use a provider in the plan's network. You will pay the most if you use an out-of-network provider, and you might receive a bill from a provider for the difference between the provider's charge and what your plan pays (balance billing). Be aware your network provider might use an out-of-network provider for some services (such as lab work). Check with your provider before you get services.
Do you need a referral to see a specialist?	No.	You can see the specialist you choose without a referral.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	\$25/visit	30% coinsurance	none
	Specialist visit	\$25/visit	30% coinsurance	none
	Preventive care/screening/immunization	No charge	30% coinsurance	You may have to pay for service aren't preventive. Ask your prov the services needed are preventiv Then check what your plan will ] for.
If you have a test	Diagnostic test (x-ray, blood work)	No charge	30% coinsurance	none
	Imaging (CT/PET scans, MRIs)	\$75/visit	30% coinsurance	
If you need drugs to treat your illness or condition More information about <u>prescription drug coverage</u> is available at <a href="https://www.anthmhs.com/pharmacist/information/">https://www.anthmhs.com/pharmacist/information/</a> National	Tier 1 - Typically Genetic	\$5/prescription (retail) and \$10/prescription (home delivery)	30% coinsurance of the In-Network allowance plus the difference between Anthem Blue Cross and Blue Shield's payment and the pharmacist's actual charge.	
	Tier 2 - Typically Preferred / Brand	\$20/prescription (retail) and \$40/prescription (home delivery)	30% coinsurance of the In-Network allowance plus the difference between Anthem Blue Cross and Blue Shield's payment and the pharmacist's actual charge.	
	Tier 3 - Typically Non-Preferred / Specialty Drugs	\$35/prescription (retail) and \$70/prescription (home delivery)	30% coinsurance of the In-Network allowance plus the difference between Anthem Blue Cross and Blue Shield's payment and the pharmacist's actual charge.	\$750 Annual Maximum per meml *See Prescription Drug section Deductible and coinsurance apply maximum above is met.
	Tier 4 - Typically Specialty Drugs	Not Applicable	Not Applicable	

\* For more information about limitations and exceptions, see plan or policy document at <https://eoc.anthem.com/eocdps/aso>.

Medical Event	Services You May Need	In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	Limitations, Exceptions, & Important Information
If you have outpatient surgery	Facility fee (e.g. ambulatory surgery center)	\$150/visit	30% coinsurance	Failure to obtain preauthorization result in non-coverage or reduced coverage.
	Physician/surgeon fees	No charge	30% coinsurance	none
	Emergency room care Emergency medical transportation	\$100/visit No charge	Covered as In-Network Covered as In-Network	Copay waived if admitted. none
If you need immediate medical attention	Urgent care	\$75/visit	Not covered	Walk-in-centers: \$25/visit for In-Network Providers and 20% coinsurance for Non-Network Providers.
	If you have a hospital stay	Facility fee (e.g. hospital room) Physician/surgeon fees	\$500/admission No charge	Copay is waived if readmitted with 30 days for same diagnosis. Failure obtain preauthorization may result non-coverage or reduced coverage none
If you need mental health, behavioral health, or substance abuse services	Outpatient services	Office Visit \$25/visit Other Outpatient \$25/visit	Office Visit 30% coinsurance Other Outpatient 30% coinsurance	Office Visit none Other Outpatient none
	Inpatient services	\$500/admission	30% coinsurance	Copay is waived if readmitted within 30 days for same diagnosis. Failure obtain preauthorization may result: non-coverage or reduced coverage.
	Office visits	\$25/visit	30% coinsurance	Copay applies to initial visit. There may be other levels of cost-share that are contingent on how services are provided. Copay is waived if readmitted within 30 days for same diagnosis. Failure to obtain preauthorization may result in non-coverage or reduced coverage.
If you are pregnant	Childbirth/delivery professional services	No charge	20% coinsurance	Maternity care may include tests and services described elsewhere in the SBC (ie. ultrasound)
	Childbirth/delivery facility services	\$500/admission	30% coinsurance	200 visits/benefit period
	Home health care	No charge	30% coinsurance	

\* For more information about limitations and exceptions, see plan or policy document at <https://ecoc.anthem.com/ecocdfs/ase>.



Medical Event	Services You May Need	In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	Limitations, Exceptions, & Important Information
If you need help recovering or have other special health needs	Rehabilitation services	\$500/per stay	30% coinsurance	*See Therapy Services section
	Habilitation services	No charge	20% coinsurance	
If your child needs dental or eye care	Skilled nursing care	\$500/admission	30% coinsurance	120 day limit/benefit period. Coverage waived if readmitted within 30 days of same diagnosis. Failure to obtain preauthorization may result in no coverage or reduced coverage. Coverage is waived if admitted within 3 day hospital discharge.
	Durable medical equipment	No charge	30% coinsurance	
	Hospice services	No charge	30% coinsurance	
	Children's eye exam	No charge	30% coinsurance	
	Children's glasses	Not covered	Not covered	
Children's dental check-up	Not covered	Not covered	*See Dental Services section	

**Excluded Services & Other Covered Services:**

**Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)**

- Cosmetic surgery
- Routine foot care unless you have been diagnosed with diabetes.

- Dental care (adult)
- Weight loss programs
- Long-term care

**Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)**

- Acupuncture
- Hearing aids
- Private-duty nursing
- Bariatric surgery
- Infertility treatment
- Routine eye care (adult)
- Chiropractic care 50 visits/benefit period
- Most coverage provided outside the United States [www.bchs.com/benefitsworldwide](http://www.bchs.com/benefitsworldwide)

\* For more information about limitations and exceptions, see plan or policy document at <https://edc.anthem.com/edcdfs/also>.

[www.aetna.com](http://www.aetna.com). Other coverage options may be available to you too, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the Marketplace, visit [www.HealthCare.gov](http://www.HealthCare.gov) or call 1-800-318-2596.

**Your Grievance and Appeals Rights:** There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your documents also provide complete information to submit a claim, appeal, or a grievance for any reason to your plan. For more information about your rights, or assistance, contact \_\_\_\_\_

ATTN: Grievances and Appeals, P.O. Box 1038, North Haven, CT 06473-4201

Does this plan provide Minimum Essential Coverage? **Yes**

If you don't have Minimum Essential Coverage for a month, you'll have to make a payment when you file your tax return unless you qualify for an exception from the requirement that you have health coverage for that month.

Does this plan meet the Minimum Value Standards? **Yes**

If your plan doesn't meet the Minimum Value Standards, you may be eligible for a premium tax credit to help you pay for a plan through the Marketplace

\_\_\_\_\_ *To see examples of how this plan might cover costs for a sample medical situation, see the next section.*

\* For more information about limitations and exceptions, see plan or policy document at <https://eoc.aetna.com/eocdps/aso>.



**This is not a cost estimator.** Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost sharing amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

**Peg is Having a Baby**  
(9 months of in-network pre-natal care and a hospital delivery)

- The plan's overall deductible \$0
- Specialist copayment \$20
- Hospital (facility) copayment \$250
- Other coinsurance 0%

**This EXAMPLE event includes services like:**

- Specialist office visits (*prenatal care*)
- Childbirth/Delivery Professional Services
- Childbirth/Delivery Facility Services
- Diagnostic tests (*ultrasounds and blood work*)
- Specialist visit (*anesthesia*)

Total Example Cost \$12,840

In this example, Peg would pay:

<i>Cost Sharing</i>	
Deductibles	\$0
Copayments	\$560
Coinsurance	\$0
<i>What isn't covered</i>	
Limits or exclusions	\$60
The total Peg would pay is	\$620

**Managing Joe's type 2 Diabetes**  
(a year of routine in-network care of a well-controlled condition)

- The plan's overall deductible \$0
- Specialist copayment \$20
- Hospital (facility) copayment \$250
- Other coinsurance 0%

**This EXAMPLE event includes services like:**

- Primary care physician office visits (*including disease education*)
- Diagnostic tests (*blood work*)
- Prescription drugs
- Durable medical equipment (*glucose meter*)

Total Example Cost \$7,460

In this example, Joe would pay:

<i>Cost Sharing</i>	
Deductibles	\$0
Copayments	\$200
Coinsurance	\$0
<i>What isn't covered</i>	
Limits or exclusions	\$21
The total Joe would pay is	\$221

**Mia's Simple Fracture**  
(in-network emergency room visit and up care)

- The plan's overall deductible \$0
- Specialist copayment \$20
- Hospital (facility) copayment \$250
- Other coinsurance 0%

**This EXAMPLE event includes service like:**

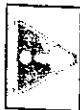
- Emergency room care (*including medical s*
- Diagnostic test (*x-ray*)
- Durable medical equipment (*crutches*)
- Rehabilitation services (*physical therapy*)

Total Example Cost

In this example, Mia would pay:

<i>Cost Sharing</i>	
Deductibles	
Copayments	
Coinsurance	
<i>What isn't covered</i>	
Limits or exclusions	
The total Mia would pay is	

The plan would be responsible for the other costs of these EXAMPLE covered services.



The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and your plan would share the cost for covered health care services. **NOTE: Information about the cost of this plan (called the premium) be provided separately. This is only a summary.** For more information about your coverage, or to get a copy of the complete terms of coverage, <https://eocanthem.com/eocdps/aso>. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms, see the Glossary. You can view the Glossary at [www.healthcare.gov/sbc-glossary/](http://www.healthcare.gov/sbc-glossary/) or call 922-6621 to request a copy.

Important Questions	Answers	Why This Matters:
What is the overall deductible?	\$2,000/single or \$4,000/family. All Providers.	Generally, you must pay all of the costs from providers up to the deductible amount before this plan begins to pay. If you have other family members on the policy, the overall family deductible must be met before the plan begins to pay.
Are there services covered before you meet your deductible?	Yes. Preventive care and Vision exam for In-Network Providers.	This plan covers some items and services even if you haven't yet met the deductible amount. But a copayment or coinsurance may apply. For example, this plan covers certain preventive services without cost-sharing and before you meet your deductible. See a list of covered preventive services at <a href="https://www.healthcare.gov/coverage/preventive-care-benefits/">https://www.healthcare.gov/coverage/preventive-care-benefits/</a> .
Are there other deductibles for specific services?	No.	You don't have to meet deductibles for specific services.
What is the out-of-pocket limit for this plan?	\$2,000/single or \$4,000/family for In-Network Providers. \$5,000/single or \$10,000/family for Out-of-Network Providers.	The out-of-pocket limit is the most you could pay in a year for covered services. If you have other family members on this plan, they have to meet their own out-of-pocket limits until overall family out-of-pocket limit has been met.
What is not included in the out-of-pocket limit?	Premiums, balance billing charges, and health care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the out-of-pocket limit.
Will you pay less if you use a network provider?	Yes, PPO. See <a href="http://www.anthem.com">www.anthem.com</a> or call (800) 922-6621 for a list of network providers.	This plan uses a provider network. You will pay less if you use a provider in the plan's network. You will pay the most if you use an out-of-network provider, and you might receive a bill from a provider for the difference between the provider's charge and what your plan pays (balance billing). Be aware your network provider might use an out-of-network provider for some services (such as lab work). Check with your provider before you get services.
Do you need a referral to see a specialist?	No.	You can see the specialist you choose without a referral.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	0% coinsurance	20% coinsurance	none
	Specialist visit	0% coinsurance	20% coinsurance	none
If you have a test	Preventive care/screening/immunization	No charge	20% coinsurance	You may have to pay for services aren't preventive. Ask your provider the services needed are preventive. Then check what your plan will pay for.
	Diagnostic test (x-ray, blood work)	Lab - Office 0% coinsurance X-Ray - Office 0% coinsurance	Lab - Office 20% coinsurance X-Ray - Office 20% coinsurance	Lab - Office none X-Ray - Office Includes coverage for Breast Tomosynthesis.
If you need drugs to treat your illness or condition More information about prescription drug coverage is available at <a href="http://www.vantive.com/pharmacy/formation/">http://www.vantive.com/pharmacy/formation/</a> National	Imaging (CT/PET scans, MRIs)	0% coinsurance	20% coinsurance	none
	Tier 1 - Typically Generic	0% coinsurance	20% coinsurance (retail) and 20% coinsurance (home delivery)	
	Tier 2 - Typically Preferred / Brand	0% coinsurance	20% coinsurance (retail) and 20% coinsurance (home delivery)	
	Tier 3 - Typically Non-Preferred / Specialty Drugs	0% coinsurance	20% coinsurance (retail) and 20% coinsurance (home delivery)	*See Prescription Drug section
If you have outpatient surgery	Tier 4 - Typically Specialty (brand and generic)	0% coinsurance	20% coinsurance (retail) and 20% coinsurance (home delivery)	
	Facility fee (e.g., ambulatory surgery center)	0% coinsurance	20% coinsurance	none
If you need immediate medical attention	Physician/surgeon fees	0% coinsurance	20% coinsurance	none
	Emergency room care	0% coinsurance	Covered as In-Network	none
	Emergency medical transportation	0% coinsurance	20% coinsurance	none
	Urgent care	0% coinsurance	Not covered	none
Facility fee (e.g., hospital room)	0% coinsurance	20% coinsurance	none	

services.)

- Cosmetic surgery
- Glasses for a child
- Routine foot care unless you have been diagnosed with diabetes.

- Dental care (adult)
- Long-term care
- Weight loss programs

- Dental Check-up
- Private-duty nursing

**Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)**

- Acupuncture Coverage is limited to Pain Management
- Hearing aids
- Routine eye care (adult)
- Bariatric surgery
- Infertility treatment
- Chiropractic/PT/OT/Chiro 50 visits/benefit period
- Most coverage provided outside the United States. See [www.hcbssglobalcare.com](http://www.hcbssglobalcare.com)

**Your Rights to Continue Coverage:** There are agencies that can help if you want to continue your coverage after it ends. The contact information for agencies is: Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, 1-877-267-2323 x61565, [www.cchio.cms.gov](http://www.cchio.cms.gov). Other coverage options may be available to you too, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the Marketplace, visit [www.HealthCare.gov](http://www.HealthCare.gov) or call 1-800-318-2596.

**Your Grievance and Appeals Rights:** There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information to submit a claim, appeal, or a grievance for any reason to your plan. For more information about your rights, contact:

ATTN: Grievances and Appeals, P.O. Box 1038, North Haven, CT 06473-4201

Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, 1-877-267-2323 x61565, [www.cchio.cms.gov](http://www.cchio.cms.gov)

**Does this plan provide Minimum Essential Coverage? Yes**

If you don't have Minimum Essential Coverage for a month, you'll have to make a payment when you file your tax return unless you qualify for an exemption from the requirement that you have health coverage for that month.

**Does this plan meet the Minimum Value Standards? Yes**

If your plan doesn't meet the Minimum Value Standards, you may be eligible for a premium tax credit to help you pay for a plan through the Marketplace.

To see examples of how this plan might cover costs for a sample medical situation, see the next section.



be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost sharing amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

**Peg is Having a Baby**  
 (9 months of in-network pre-natal care and a hospital delivery)

- The plan's overall deductible \$2,000
- Specialist coinsurance 0%
- Hospital (facility) coinsurance 0%
- Other coinsurance 0%

This EXAMPLE event includes services like:

- Specialist office visits (*prenatal care*)
- Childbirth/Delivery Professional Services
- Childbirth/Delivery Facility Services
- Diagnostic tests (*ultrasounds and blood work*)
- Specialist visit (*anesthesia*)

Total Example Cost \$12,840

In this example, Peg would pay:

<i>Cost Sharing</i>	
Deductibles	\$2,000
Copayments	\$0
Coinsurance	\$0
<i>What isn't covered</i>	
Limits or exclusions	\$60
The total Peg would pay is	\$2,060

**Managing Joe's type 2 Diabetes**  
 (a year of routine in-network care of a well-controlled condition)

- The plan's overall deductible \$2,000
- Specialist coinsurance 0%
- Hospital (facility) coinsurance 0%
- Other coinsurance 0%

This EXAMPLE event includes services like:

- Primary care physician office visits (*including disease education*)
- Diagnostic tests (*blood work*)
- Prescription drugs
- Durable medical equipment (*glucose meter*)

Total Example Cost \$7,460

In this example, Joe would pay:

<i>Cost Sharing</i>	
Deductibles	\$2,000
Copayments	\$940
Coinsurance	\$0
<i>What isn't covered</i>	
Limits or exclusions	\$55
The total Joe would pay is	\$2,995

**Mia's Simple Fracture**  
 (in-network emergency room visit and up care)

- The plan's overall deductible
- Specialist coinsurance
- Hospital (facility) coinsurance
- Other coinsurance

This EXAMPLE event includes service like:

- Emergency room care (*including medical su*)
- Diagnostic test (*x-ray*)
- Durable medical equipment (*crutches*)
- Rehabilitation services (*physical therapy*)

Total Example Cost

In this example, Mia would pay:

<i>Cost Sharing</i>	
Deductibles	
Copayments	
Coinsurance	
<i>What isn't covered</i>	
Limits or exclusions	
The total Mia would pay is	

The plan would be responsible for the other costs of these EXAMPLE covered services.